IN THE HIGH COURT OF JUDICATURE, ANDHRA PRADESH
AT HYDERABAD

(Special Original Jurisdiction)

THURSDAY, THE TWENTIETH DAY OF JANUARY
TWO THOUSAND AND FIVE

PRESENT

**THE HON'BLE SRI JUSTICE N.V. RAMANA**

**WRIT PETITION NO.453 of 2005**

Between:

Minopharm Laboratories (Pvt) Ltd., Corporate Office

Flat No.105, PlotNo.97, Rishi Towers, Bhagyanagar Housing Corporation,

Opp: Kukatpally Board, Hyderabad-500 072, rep. by its Managing Director K.Anil Kumar.

**..... PETITIONER**

AND

The Chief Manager, Dena Bank,

M.G. Road, Secunderabad.

**.....RESPONDENT**

Petition under Article 226 of the Constitution of India praying that in the circumstances stated in the affidavit filed herein the High Court may be pleased to issue an appropriate writ, order or direction more particularly one in the nature of Writ of Mandamus declaring the action of the respondent Bank in issuing the impugned notice DB/MGR/MINO/2005, dated 13.01.2005 and also the action of the respondent in trying to take illegal possession of the Firm's properties at various properties, furnished as collateral securities, without issuing any notice as are illegal, arbitrary and unconstitutional and consequently direct the respondent not to harass the said firm.

**Counsel for the Petitioner: MR.K.VENKATESWARLU**

**Counsel for the Respondent: MR.A.KRISHNAM RAJU**

**The Court, at the admission stage, made the following:**

**ORDER:**

This writ petition is filed seeking to issue a Writ of Mandamus declaring the action of the respondent-Bank in issuing the impugned notice DB/MGR/MINO/2005, dated 13.01.2005 and in trying to take illegal possession of the properties of the petitioner's firm, furnished as collateral securities, as illegal and arbitrary.

Heard the learned counsel for petitioner and learned counsel for Respondent-Bank.

The contents of the impugned notice dated 13.01.2005 issued by the respondent-Bank to the petitioner firm reads thus:

> "Please note that as you have failed to honour your commitments under the OTS (One Time Settlement) proposal, the concessions given under the said OTS stands withdrawn/cancelled and the Bank will proceed further under SARFAESI Act in taking possession of the mortgaged properties and such other proceedings as deemed fit for recovering the total Bank dues."

A perusal of the said impugned notice clearly indicates that since the petitioner firm has failed to honour the commitments under OTS (One time settlement), the concessions given under the said proposal were withdrawn/cancelled and the respondent-Bank is proceeding further under SARFAESI Act in taking possession of the mortgaged properties of the petitioner's firm to recover the total Bank dues. Hence, no fault can be found in the impugned notice. There is no merit in the writ petition and the same is liable to be dismissed.

Accordingly, the writ petition is dismissed at the admission stage. No costs.

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**N.V. RAMANA, J.**

Date: 20.01.2005

Nsr

..... REGISTRAR

// TRUE COPY //

SECTION OFFICER

To

1. The Chief Manager, Dena Bank,

M.G. Road, Secunderabad.

2. 2CD copies

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